

BID SOLICITATION
Sealcoat Oil, Tack Oil and Patch Material Solicitation

Columbia County Highway and Transportation Department
P.O. Box 875
Wyocena, WI 53969-0875
(608) 429-2136

Don Nichols
donald.nichols@columbiacountywi.gov
Commissioner
February 6, 2026

Sealcoat Oil, Tack Oil and Patch Material Solicitation

BID DUE:

Location: Columbia County Highway and Transportation Department
338 Old Highway 16 West
Wyocena, WI 53969-0875
Date: Monday, March 2, 2026
Time: 10:00 a.m.

BID OPENING:

Location: Columbia County Highway and Transportation Department
338 Old Highway 16 West
Wyocena, WI 53969-0875
Date: Monday, March 2, 2026
Time: 10:05 a.m.

Contact: **Don Nichols, Highway Commissioner**
Phone: (608) 429-2136
Facsimile: (608) 429-3750
E-mail: Donald.Nichols@columbiacountywi.gov

Columbia County Highway and Transportation Department hereby requests material pricing for the 2026 construction season, including;

- Sealcoat Oils (HFRS-2, HFRS-2P),
- Fog Seal Oil (CSS-1HD-50)
- Tack Oils (CSS-1H, CRS2-SE),
- Patch Materials: Cold Patch and High Performance Patch

Pricing is to consist of all costs necessary to produce a compliant product and have available either for County pick-up at the referenced provider location (FOB provider's address) or for delivery and placement in the field at the jobsite as referenced. Costs shall include; but not be limited to, labor, material, equipment, fringe, overhead, direct, indirect, taxes, shipping, delivery, supervision, project management, supplier, surcharge, receiving, loading, and all other costs necessary to provide material(s) in accordance with the solicitation, specifications, references, and plans.

The specifications are intended to provide the general intent of performance criteria for the project. No proposal may be withdrawn for sixty (60) days from date of submission. Contract schedule will vary based on County's prioritization and the coordination of the low bidder's time availability; however, project(s) are to be completed prior to the end of day on November 15, 2026; excepting, that patch material pricing be valid until March 31, 2027.

Columbia County reserves the right to waive any informality, to reject any or all proposals, or to award project in a manner that is most advantageous and satisfactory at the determination of the County. Portions of some tack coat oil projects are being funded in part by the Wisconsin Department of Transportation "Local Road Improvement Program" (LRIP) for County Highway Projects (CHIP) and Town Road Projects (TRIP) and others by the Respected Local Authority.

Bid envelopes are to be marked "**Patch & Road Oil Material Bid**" in lower left-hand corner accompanied by properly completed bid document, acknowledgement of any/all addendums, copy of current insurance certificate and bidder proof documentation (list of projects completed with contact names).

Bid specifications are available at Columbia County Highway and Transportation Department, 338 Old Highway 16 West, Wyocena, WI 53969 or electronically on Onvia Demandstar website. Vendors must register to access free procurement documents and related information. Vendors who do not have access to the Internet, may contact Onvia or Columbia County Highway and Transportation for assistance.

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- **Onvia DemandStar –**
 - **Registration is FREE** in connection with the Wisconsin Association of Public Purchasers (WAPP): www.onvia.com/WAPP
 - Additional levels of subscription service covering local, state, regional, or national territories are available at various fee rates.
- **Registration assistance is available:**
 - Toll free: 1-800-331-5337; agencyervices@onvia.com

It is the responsibility of the vendor to regularly monitor this Website. Properly registered Vendors can expect to receive automatic notification of solicitations for quotes, proposals, and bids by participating public purchasing entities. Vendor failure to retrieve available, required procurement information and include the appropriate documentation and information in solicitation responses may result in disqualification.

All bids are to be made on the forms provided within the solicitation specifications. Published by authority of Columbia County Highway & Transportation; Steve Balsiger, Committee Chair and Don Nichols, Highway Commissioner.

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Article 1 **BID RECIPIENT (OWNER)**

- 1.01 Bid is submitted to:
Columbia County Highway and Transportation
P.O. Box 875
338 Old Highway 16 West
Wyocena, WI 53969
- 1.02 The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an Agreement with OWNER, in the form included in the Bidding Documents, to provide all Material as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 1.03 Highway Department Staff will function as OWNER representative for this project.

Article 2 **BIDDER'S REPRESENTATIONS**

In submitting this Bid, BIDDER represents;

- 2.01 **BIDDER ACKNOWLEDGES BID IS A UNIT PRICE CONTRACT** for provision of Materials as specified.
- 2.02 BIDDER shall perform all work in a safe manner in full legal accordance with OSHA, MSHA, Fed, WDNR, State, County, and local rules and regulations.
- 2.03 BIDDER accepts all of the terms and conditions of the Bid. This Bid will remain subject to acceptance for 60 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 2.04 BIDDER is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 2.05 After BID has been submitted, BIDDER shall not assert that there was a misunderstanding concerning the nature of WORK to be completed. BIDDER is responsible for being thoroughly familiar with the Contract Documents. Failure or omission of BIDDER to conduct due diligence shall in no way relieve BIDDER from obligation in respect to BID.
- 2.06 BIDDER has provided OWNER written notice of all conflicts, errors, or discrepancies that BIDDER has discovered and resolution provided by OWNER is acceptable to BIDDER.
- 2.07 BIDDER has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for this contract. Bid is genuine and not made in the interest or on behalf of any undisclosed entity and is not submitted in conformity with any collusive agreement. BIDDER has not induced or solicited any other BIDDER to submit a false or sham bid. BIDDER has not solicited or induced any entity to refrain from bidding.

Article 3 **BASIS OF THE BID**

- 3.01 The executed contract will bind OWNER to make payment to the successful BIDDER as UNIT PRICE payment based upon delivery or FOB of the Material. Payment shall be made by monthly or progress payment method based on 1/100 (0.01) ton or gallon of Material provided; determined by measurement FOB BIDDER plant(s).
- 3.02 BID shall be inclusive of all labor, equipment, materials, overhead, supervision, fuel, taxes, insurance, benefits, profit and all other costs BIDDER deems necessary to fulfill requirements of the Material.
- 3.03 BIDDER's obligation will be coordinated with OWNER and shall be performed independent and without assistance from the OWNER.
- 3.04 OWNER reserves the right to nullify the Agreement between OWNER and BIDDER in the event BIDDER is unable to fulfill their obligation; at OWNER's sole determination. Cancellation, if enacted, shall terminate immediately upon BIDDER receipt of written notice from OWNER.
- 3.05 OWNER has right to award single or multiple contract(s) at OWNER discretion.

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All materials shall be provided in compliance with the Wisconsin Department of Transportation; Standards and Specifications for Road and Bridge Construction (2026) [“the Blue Book”] and the Construction Materials Manual (CMM).

<u>SEALCOAT OILS:</u>	Quantity	Unit	Unit Price	Total
<u>Northwest Quadrant</u>				
Columbia County (Town of Caledonia, Fort Winnebago, Lewiston, Newport and Pacific)				
HFRS-2 FOB jobsite	30,000	Gal	_____	_____
HFRS-2 Applied	30,000	Gal	_____	_____
<u>Alternate Bid</u>				
CRS-2 FOB jobsite	30,000	Gal	_____	_____
CRS-2 Applied	30,000	Gal	_____	_____
<u>Northeast Quadrant</u>				
Columbia County (Town of Courtland, Marcellon, Randolph, Scott, Springvale and Wyocena)				
HFRS-2 FOB jobsite	25,000	Gal	_____	_____
HFRS-2 Applied	25,000	Gal	_____	_____
<u>Alternate Bid</u>				
CRS-2 FOB jobsite	25,000	Gal	_____	_____
CRS-2 Applied	25,000	Gal	_____	_____
<u>Southwest Quadrant</u>				
Columbia County (Town of Arlington, Dekorra, Lodi and West Point)				
HFRS-2 FOB jobsite	10,000	Gal	_____	_____
HFRS-2 Applied	10,000	Gal	_____	_____
<u>Alternate Bid</u>				
CRS-2 FOB jobsite	10,000	Gal	_____	_____
CRS-2 Applied	10,000	Gal	_____	_____
<u>Southeast Quadrant</u>				
Columbia County (Town of Columbus, Fountain Prairie, Hampden, Leeds, Lowville and Otsego)				
HFRS-2 FOB jobsite	35,000	Gal	_____	_____
HFRS-2 Applied	35,000	Gal	_____	_____
<u>Alternate Bid</u>				
CRS-2 FOB jobsite	35,000	Gal	_____	_____
CRS-2 Applied	35,000	Gal	_____	_____

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TACKCOAT OILS (FOB plant):

	Quantity	Unit	Unit Price	Total
CSS-1H (diluted)	5,500	Gal	_____	_____
CRS 2-SE (diluted)	10,000	Gal	_____	_____

Article 4 BID SUBMITTAL

LOCATION OF PLANT: _____

PLANT CAPACITY: _____

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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Fog Seal Oil:

		Quantity	Unit	Unit Price	Total
CSS-1	FOB Jobsite	2,000	Gal	_____	_____
CSS-1	Applied	2,000	Gal	_____	_____

Article 5 **BID SUBMITTAL**

LOCATION OF PLANT: _____

PLANT CAPACITY: _____

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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All materials shall be provided in compliance with the Wisconsin Department of Transportation; Standards and Specifications for Road and Bridge Construction (2026) [“the Blue Book”] and the Construction Materials Manual (CMM). Prices for Material are to be FOB at the jobsite.

PATCH MATERIALS:

	Quantity	Unit	Unit Price	Total
Cold Patch FOB plant	550	Ton	_____	_____
High Performance Patch FOB plant	650	Ton	_____	_____

Article 6 BID SUBMITTAL

LOCATION OF PLANT: _____

PLANT CAPACITY: _____

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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Article 7

PROJECT IDENTIFICATION

Work of the Contract shall be conducted in accordance with the Solicitation Instructions and the following conditions:

- 7.01 The purpose of this Solicitation is to purchase materials for incorporation into road maintenance or construction projects on State, County, and Local road system(s). BIDDER shall provide pricing for material FOB county vehicles at their location (identify which specific asphalt plant, gravel pit, or shop location within the bid form) for tack coat oils and patch materials. Sealcoat oils shall be priced to include delivery and placement at the jobsite locations.
- 7.02 Contractor shall be solely, wholly, and completely responsible for the safety of their employee(s) working in connection with this project (excepting OWNER employees). Work shall conform to all safety related Statutes, rules, ordinances, and guidance whether at the state, county, or local level.
- 7.03 A unit price bid is sought (for each Material as represented).
- 7.04 Bid quantities for Sealcoat Oil, Tack coat Oil and Fog Seal Oil are approximate based on Department history. Final quantities and locations to be determined.
- 7.05 Sealcoat Project locations:
County:
 - CTH CS in Town of Dekorra and Lowville
 - CTH K in Town of Arlington
 - CTH P in Town of PacificTown:
 - Various Town Roads including; but not limited to,
 - Towns of Lodi, Lewiston, Scott, Hampden.
- 7.06 Columbia County reserves the right to waive any informality, to reject any or all proposals, or to award project in a manner that is most advantageous and satisfactory at the determination of the County. Portions of some tack coat oil projects are funded in part by the Wisconsin Department of Transportation “Local Road Improvement Program” (LRIP) for County Highway Projects (CHIP) and Town Road Projects (TRIP) and others by the Respected Local Authority.
- 7.07 As these are Material Only Bids, Prevailing Wages do not apply for this solicitation:

Article 8

SCHEDULING

- 8.01 Coordinate closely and cooperate fully with Owner in order to provide a smooth, successful project on behalf of both parties.

Article 9

INDUSTRY STANDARDS

Materials being provided shall be of good quality and craftsmanship meeting or exceeding the requirements of the Wisconsin Department of Transportation Standards and Specifications for Road and Bridge Construction (2026) and the Construction Materials Manual (CMM) for all Materials provided.

- 9.01 Replace materials which do not comply with workmanship standards as specified and as recognized in the industry for applications indicated and owner demand.

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- 9.02 Conduct work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will ensure best possible results for each unit of work.

Article 10 PAYMENT OF WORK

- 10.01 OWNER represents the quantities are an estimate of the projects being proposed. Owner does not warrant that the full amount of the bid quantity will be utilized or paid. OWNER presents quantity information to assist BIDDER to understand the amount of Material that is anticipated to be incorporated into the project(s). Payment will be made based upon the actual amount of Material delivered to the OWNER; whether that be FOB County truck or whether it is Material physically delivered to the project and incorporated into the work (sealcoat oil). No unit price exception, exclusion, price change, or request for additional payment may be implemented in relation to this project for variation from the unit quantity.
- 10.02 Contractor will be paid based on the unit price proposed within the bid sheet. OWNER will measure the actual amount of work completed per the unit price bid item (in this case tons of Blacktop or Patch material provided). Scale ticket to measure 1/100 (0.01) ton. Payment will be determined from the actual measured quantity multiplied by the unit price bid for the total amount to be paid on the project(s).
- 10.03 Contractor will be paid based on the unit price proposed within the bid sheet. OWNER will measure the actual amount of work completed per the unit price bid item (in this case gallons of Sealcoat or Tackcoat oil provided). Scale ticket to measure 1/100 (0.01) gallon. Payment will be determined from the actual measured quantity multiplied by the unit price bid for the total amount to be paid on the project(s).
- 10.04 All other work is considered incidental to the unit price.

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COLUMBIA
COUNTY

STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)
Columbia County Purchasing Division

1.0 APPLICABILITY: These standard terms and conditions apply to Requests for Written Quotes (RFWQ), Proposals (RFP), contracts and all other applicable transactions whereby the County acquires goods or services, or both. Special provisions for a contract may also apply.

2.0 SPECIFICATIONS: The listed specifications are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 QUANTITIES: The listed quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 PRICING: Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation, permits, inspections, and all other contract administration activities.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any County official or employee except as specially set forth in writing attached to and made part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract. See Columbia County Code of Ordinances Title 3, Chapter 1, Code of Ethics.

8.0 ACCEPTANCE-REJECTION: The County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County. The County reserves the right to perform background and reference checks on vendors providing goods and/or services to the County.

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8.1 Bids **MUST** be dated and time stamped by the County on or before the date and time that the bid is due. Bids deposited or time stamped after the deadline will be rejected. Actual receipt by the County is necessary. Timely deposit in the mail is not sufficient. All bids must be clearly labeled with bidder name, return address, and bid title. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible responsive vendor conforming to the specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract signed by both parties shall be used.

10.1 SUBCONTRACTING: Awarded vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title, or interest in the contract to any person, vendor(s) or other organization without the prior written consent of the County. No subcontract shall, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor shall be fully responsible for the acts, errors, and omission of subcontractor(s).

11.0 PAYMENT TERMS AND INVOICING: Unless otherwise agreed, the County will pay properly submitted vendor invoices within forty five (45) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance the contract.

11.1 NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or

product by the County while any such default or breach shall exist shall in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The Federal Government Internal Revenue Service has issued tax exempt number 39-6005681 to the County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of motor vehicle fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in the Columbia County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. The County also has the right to cancel a contract with any federally or state debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under a contract may be assigned or delegated without the prior written consent of the County.

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16.0 NONDISCRIMINATION/AFFIRMATIVE

ACTION: The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee, or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

17.0 PATENT, COPYRIGHT AND TRADEMARK

INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Safety and Professional Services and all applicable OSHA Standards. The vendor shall also comply with the County's worksite rules. Vendor shall comply, train, and accept exclusive responsibility for its employees while on County property.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from an award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, the vendor must provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased by the County shall be warranted against defects by the vendor for one (1) year from the date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

20.0 INDEMNIFICATION & INSURANCE: The vendor shall bear the full and complete responsibility for all risk of damage of premises, equipment, procedure or money resulting from any cause whatsoever and shall not penalize the County for any losses incurred.

Vendor shall indemnify the County against any loss, damage, injury or death caused by vendor's negligent acts or omissions or the negligent acts or omissions of vendor's agents or employees, or losses, damages, injuries or death caused by vendor's negligence and arising out of the consumption or use of the projects sold; provided, however, that nothing contained herein shall require vendor to defend or indemnify the County for losses, damages, injuries or death arising out of the negligence of the County, its agents or employees. In order to secure vendor's obligation to hold harmless and indemnify the County, vendor shall procure and maintain the following insurance:

1. Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin;
2. Comprehensive Automobile Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident;
3. Comprehensive General Bodily Injury Liability and Property Damage Liability

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Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident;

4. Commercial General Liability of \$2,000,000 for general aggregate including product and \$1,000,000 for each occurrence;

The vendor shall add the County, its officers, agents and employees and additional insurers under the Commercial, General and Automobile liability policies.

20.1 CERTIFICATE OF INSURANCE: Upon notification of award and prior to issuance of contract, the vendor shall provide the County a Certificate of Insurance with the required coverage and limits of insurance.

21.0 CANCELLATION: The County reserves the right to terminate any contract in whole or part without penalty due to non-appropriation of funds or failure of vendor/ contractor to comply with terms, conditions, performance, and specifications of a contract.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, notice of bid opening, review, and approval of procurement activities. Bid openings are public unless otherwise specified.

22.1 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will become the property of the County. The County will work with vendors to meet their confidentiality requirements, provided they are within reason. All vendors' proprietary/confidential materials must have each document or item clearly marked as such. All proprietary information will be handled in accordance with the Wisconsin public records law. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

22.2 Any material submitted by a vendor that the vendor considers confidential and proprietary information and which the vendor believes qualifies as a trade secret, as provided in Section 19.36(5) Wis. Stats., must be identified by the vendor. Pricing will not be held confidential after the award of a contract.

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 PROMOTIONAL ADVERTISING: Reference to or use of the County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited without prior specific authorization.

24.0 ANTITRUST ASSIGNMENT: The vendor and the County recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the purchaser. Therefore, the successful vendor hereby assigns to the County any and all claims for overcharges as to goods, materials or services purchased in connection with a contract.

25.0 RECORDKEEPING AND RECORD RETENTION - PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale, if applicable, and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all sub-contracts and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.

25.1 RECORDKEEPING AND RECORD RETENTION - COST REIMBURSEMENT CONTRACTS: Where payment to a vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures

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incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from a bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than five (5) years after final payment is made.

failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

26.0 LICENSURE, CERTIFICATION, AND STATUTORY REQUIREMENTS: Vendor is responsible to comply with all statutory rules and regulations. All federal, state and local laws, rules and regulations governing the service described in the specification will apply and will be deemed incorporated into the contract. These requirements shall be at the vendors' expense.

26.1 Vendor shall be responsible for ensuring compliance with all Wisconsin and Federal grant funding requirements. If any of the services performed under a contract are subcontracted, the selected vendor shall ensure compliance by all subcontractors. Vendor shall comply with all reporting requirements of any grant.

26.2 The County, the Federal Government, auditors for the State of Wisconsin, or their duly authorized representatives, will have full access to and the right to examine any site, pertinent books, documents, paper and records of any invoicing transaction for a period of not less than five (5) years after the expiration or termination of a contract.

27.0 CONFIDENTIALITY OF PERSONAL HEALTH INFORMATION: HIPAA/HITECH laws apply.

28.00 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of a contract in accordance with reasonable control and without fault or negligence on its part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the

End of Document